

JS 44 (Rev. 06/17)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

ELLEN UMANSKY

(b) County of Residence of First Listed Plaintiff Bucks County, PA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Matthew Weisberg- 7 S. Morton Ave, Morton PA 19070, 484-842-4060  
Gary Schafkopf- 11 Bala Ave., Bala Cynwyd, PA 19004, 610-664-5200

## DEFENDANTS

MELTON INTERNATIONAL TACKLE; TRACY M. MELTON;  
DISCOVER FINANCIAL SERVICES, INC.; DISCOVER BANK;  
DISCOVER FINANCIAL SERVICES, LLC

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Daniel JT McKenna- Ballard Spahr LLP  
1735 Market Street, 51st Floor- Philadelphia, PA 19103  
(215) 665-8500

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. 1601, et seq., 28 U.S.C. 1332

Brief description of cause:

Among others, Plaintiff alleges Discover failed to mark her debt disputed in violation of the Fair Credit Billing Act

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

300,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10-20-2017

SIGNATURE OF ATTORNEY OF RECORD

*McKenna*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

ELLEN UMANSKY

v.

MELTON INTERNATIONAL TACKLE;  
et al.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

Date

215-665-8500

Telephone

Attorney-at-law

215-864-8999

FAX Number

Discover Bank and Discover Products,  
Inc.

Attorney for

edwardsm@ballardspahr.com

E-Mail Address

## UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 119 Danby Court, Southampton, PA 18966

Address of Defendant: Discover Products, Inc.-2500 Lake Park Boulevard, West Valley City, Utah 84120.

Place of Accident, Incident or Transaction: Telephonic purchase transaction from consumer in Pennsylvania to a merchant in California.  
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?  
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases  
(Please specify) Consumer Credit- Fair Credit Billing Act

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) \_\_\_\_\_

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Marissa Edwards, counsel of record do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 10/20/2017

M Edwards  
Attorney-at-Law

316751

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 10/20/2017

M Edwards  
Attorney-at-Law

316751

Attorney I.D.#



2. In her Complaint, Plaintiff alleges that she purchased two orders of fishing rods from defendant Melton International Tackle (“Melton”) and that, after returning one order and cancelling the other, Melton refused to refund the full price of the fishing rods and instead issued her store credit, less a 20% re-stocking fee, in violation of the terms of their contract. *See* Compl. at ¶ 68-69.

3. Plaintiff further alleges that she disputed these two charges as billing errors with Discover and that Discover wrongfully “upheld” the charges and failed to report that Plaintiff had disputed the debt to the credit reporting agencies. *Id.* at ¶ 83-84.

4. Based on these allegations, Plaintiff raises claims for: (1) breach of contract; (2) fraud; (3) violations of the Fair Credit Billing Act (“FCBA”), 15 U.S.C. § 1601, *et seq.*; (4) negligence; (5) violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTCPL”), 73 P.S. § 201-1, *et seq.*; and (6) unjust enrichment. *Id.* at ¶¶ 65-102

## **II. BASIS FOR REMOVAL JURISDICTION**

5. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332. As explained more fully below, this Court has original jurisdiction both because Plaintiff’s claims are founded on a claim or right arising under the laws of the United States and because there is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

### **A. Federal Question Jurisdiction**

6. Under 28 U.S.C. § 1331, removal is appropriate if the district court has original jurisdiction founded on a claim or right arising under the laws of the United States and the action shall be removable without regard to the citizenship or residence of the parties.

7. Plaintiff alleges that Discover’s conduct violated the Fair Credit Billing Act (“FCBA”), 15 U.S.C. § 1601, *et seq.* *See* Compl.

8. This Court has jurisdiction over all claims brought under this federal statute.

9. Accordingly, this action is one over which this District Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

**B. Diversity Jurisdiction**

10. This Court also has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because, as explained below, there is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

**1. There is Complete Diversity of Citizenship between Plaintiff and all Defendants**

11. Plaintiff is an adult individual residing at 119 Danby Court in Southampton, Pennsylvania. *See* Compl. at ¶ 1. Thus, for purpose of diversity jurisdiction, Plaintiff is a citizen of the Commonwealth of Pennsylvania.

12. Defendant Melton is a California Corporation with its principal place of business in Anaheim, California. *Id.* at ¶ 2. Thus, for purpose of diversity jurisdiction, Melton is a citizen of the State of California.

13. Defendant Tracy Melton (“Tracy”) is an adult individual residing at 2 Andromeda Isle in Ladera Ranch, California. *Id.* at ¶ 3. Thus, for purpose of diversity jurisdiction, Tracy is a citizen of the State of California.

14. Defendant Discover Bank is a subsidiary of Discover Financial Services and maintains its principal place of business in the State of Delaware. *See* Complaint at ¶ 5. Thus, for purpose of diversity jurisdiction, Discover is a citizen of the State of Delaware. 28 U.S.C. § 1332(c)(1).



15. Defendant Discover Products, Inc. is a Utah corporation with its principal place of business in Riverwoods, Illinois. *Id.* at ¶ 4. Thus, for purpose of diversity jurisdiction, Discover Products, Inc. is citizen of the State of Delaware and the State of Utah. 28 U.S.C. § 1332(c)(1).

16. As set forth above, there is complete diversity of citizenship as between Plaintiff and all defendants because none of the defendants are citizens of the Commonwealth of Pennsylvania. *See Zambelli Fireworks Mfg. Co. v. Wood*, 592 F.3d 412, 419 (3d Cir. 2010).

**2. The Amount in Controversy Exceeds \$75,000.00**

17. The amount in controversy requirement is satisfied based on a reasonable reading of the allegations in Plaintiff's Complaint. *See Angus v. Shiley Inc.*, 989 F.2d 142, 146 (3d Cir. 1993) (amount in controversy should be determined from "a reasonable reading of the value of the rights being litigated" as alleged in the complaint).

18. Plaintiff expressly seeks judgment "in excess" of \$50,000.00 for *each count* of her six count complaint. *See* Complaint at *ad damnum* clauses.

19. Additionally, when calculating the amount in controversy it is also appropriate for a court to consider an unspecified award of treble, punitive damages, or statutory damages when a plaintiff can recover such damages under a specific statute. *See Suber v. Chrysler Corp.*, 104 F.3d 578, 585 (3d Cir. 1997). Here, Plaintiff asserts a claim under the UTPCPL which permits recovery of statutory and treble damages. Plaintiff also expressly seeks punitive damages.

20. Additionally, Plaintiff seeks recovery of attorney's fees, which must also be considered for purposes of removal. *Id.* at 585 ("attorney's fees are necessarily part of the amount in controversy if such fees are available to successful plaintiffs under the statutory cause of action").

21. Thus, based on a reasonable reading of the Complaint, it is clear that Plaintiff's demand for damages clearly exceeds \$75,000.00, and that the amount in controversy has been satisfied for purposes of diversity jurisdiction.

### **III. VENUE**

22. Under 28 U.S.C. § 1441(a), the United States District Court for the Eastern District of Pennsylvania is the proper venue for removal of jurisdiction because it embraces the place where this action is pending.

### **IV. TIMELINESS OF REMOVAL**

23. Discover received a copy of the Complaint on October 4, 2017. Accordingly, this Notice is timely because it has been filed within the thirty day period prescribed by 28 U.S.C. § 1446(b).

### **V. PROCEDURAL REQUIREMENTS AND LOCAL RULES**

24. Discover has not answered, moved, or otherwise responded to the Complaint.

25. The documents attached hereto as Exhibit A constitute all of the process, pleadings, and orders received by Discover to date.

26. The Notice of Removal is signed pursuant to Fed. R. Civ. P. 11. *See* 28 U.S.C. § 1446(a).

27. Discover has attempted to obtain the consent of the other named defendants to remove this action. However, upon information and belief, no other named defendant has been properly served with the Complaint as of the date of this Notice of Removal. Discover confirmed this by telephone with the clerk of the Bucks County Court of Common Pleas, who advised that as of this date, no affidavits of service have been filed in connection with this matter. Accordingly, consent of the other named defendants is not required to remove the action to this Court. 28 U.S.C. § 1446(b)(2)(A) ("When a civil action is removed solely under section 1441(a), all defendants *who*



*have been properly joined and served* must join in or consent to the removal of the action.") (emphasis added).

28. Written notice of the filing of this notice of removal is being forwarded to counsel of record for Plaintiff, as well as to the Prothonotary of the Court for the Pennsylvania Court of Common Pleas, Bucks County, pursuant to 28 U.S.C. § 1446(d). A true and correct copy of the Notice of Filing of Notice of Removal (without exhibits) is attached hereto as Exhibit B.


29. By filing this notice of removal, Discover does not waive any defense that may be available to it, including, but not limited to, the right to contest *in personam* jurisdiction, incomplete process, improper service of process, and/or improper venue, in this Court or in the court from which this action has been removed.

30. Based upon the foregoing, this Court has jurisdiction pursuant to 28 U.S.C. §§ 1331-1332 and this matter may be removed to this Court under 28 U.S.C. § 1441.

WHEREFORE, Defendants Discover Bank and Discover Products, Inc. hereby remove the above-captioned action now pending in the Pennsylvania Court of Common Pleas for Bucks County to the United States District Court for the Eastern District of Pennsylvania.

Dated: October 20, 2017

Respectfully submitted,

By:   
Daniel JT McKenna, Esquire  
Jenny Perkins, Esquire  
Marissa Edwards, Esquire  
BALLARD SPAHR LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103  
(215) 665-8500

*Attorneys for Defendant Discover Bank and  
Discover Products, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 20, 2017, I caused copies of the foregoing Notice of Removal to be served by electronic and first class mail, postage prepaid, upon the following:

Matthew B. Weisberg, Esquire Weisberg Law 7 South Morton Avenue Morton, PA 19070 <i>Counsel for Plaintiff</i>	Gary Schafkopf, Esquire Schafkopf Law, LLC 11 Bala Avenue Bala Cynwyd, PA 19004 <i>Counsel for Plaintiff</i>
---	--

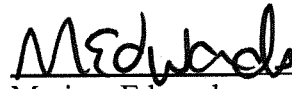
  
\_\_\_\_\_  
Marissa Edwards

EXHIBIT “A”



## COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Received in New Castle

OCT 04 2017

ELLEN UMANSKY

vs.

TRACY M MELTON

NO. 2017-06381

RECEIVED  
OCT 05 2017  
LITIGATION

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: GARY SCHAFKOPF ESQ., Esq., ID: 83362

Self-Represented (Pro Se) Litigant ☐

Class Action Suit

☐ Yes☒ No

MDJ Appeal

☐ Yes☒ No

Money Damages Requested ☒

Commencement of Action:Amount in Controversy:ComplaintMore than \$50,000Case Type and CodeContract:OtherOther:PENNSYLVANIA UNFAIR TRADE PRACTICES AND

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

**WEISBERG LAW**  
Matthew B. Weisberg, Attorney ID No.: 85570  
7 South Morton Ave.  
Morton, PA 19070  
610-690-0801  
Fax: 610-690-0880  
**Attorney for Plaintiff**

**SCHAFKOPF LAW, LLC**  
Gary Schafkopf, Attorney ID No. 83362  
11 Bala Ave  
Bala Cynwyd, PA 19004  
610-664-5200 Ext 104  
Fax: 888-238-1334  
**Attorney for Plaintiff**

**ELLEN UMANSKY**

119 Danby Court  
Southampton, PA 18966

Plaintiff,

V.

**MELTON INTERNATIONAL TACKLE**

1375 S. State College Blvd.  
Anaheim, CA 92806

and

**TRACY M. MELTON**

2 Andromeda Isle  
Ladera Ranch, CA 92694

and

**DISCOVER FINANCIAL SERVICES, INC**

2500 Lake Cook Rd  
Riverwoods, IL 60015

and

**DISCOVER BANK**

12 Reads Way  
New Castle, DE 19720

and

**DISCOVER FINANCIAL SERVICES,**

**LLC**

2500 Lake Cook Rd  
Riverwoods, IL 60015

Defendants.

COURT OF COMMON PLEAS  
BUCKS COUNTY

NO.

JURY TRIAL OF TWELVE (12)  
JURORS DEMANDED

**NOTICE TO DEFEND**

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Bucks County Lawyer Referral Service  
135 East State Street, P.O. Box 300  
Doylestown, PA 18901  
Lawyer Referral Hotline: 888-991-9922

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Bucks County Lawyer Referral Service  
135 East State Street, P.O. Box 300  
Doylestown, PA 18901  
Lawyer Referral Hotline: 888-991-9922



**WEISBERG LAW**  
Matthew B. Weisberg, Attorney ID No.: 85570  
7 South Morton Ave.  
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610-690-0801  
Fax: 610-690-0880  
**Attorney for Plaintiff**

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610-664-5200 Ext 104  
Fax: 888-238-1334  
**Attorney for Plaintiff**

**ELLEN UMANSKY**  
119 Danby Court  
Southampton, PA 18966

Plaintiff,

V.

**MELTON INTERNATIONAL TACKLE**  
1375 S. State College Blvd.  
Anaheim, CA 92806

and

**TRACY M. MELTON**  
2 Andromeda Isle  
Ladera Ranch, CA 92694

and

**DISCOVER FINANCIAL SERVICES, INC**  
2500 Lake Cook Rd  
Riverwoods, IL 60015

and

**DISCOVER BANK**  
12 Reads Way  
New Castle, DE 19720

and

**DISCOVER FINANCIAL SERVICES,  
LLC**  
2500 Lake Cook Rd  
Riverwoods, IL 60015

Defendants.

COURT OF COMMON PLEAS  
BUCKS COUNTY

NO.

JURY TRIAL OF TWELVE (12)  
JURORS DEMANDED

**CIVIL ACTION COMPLAINT**

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff, Ellen Umansky (hereinafter "Umansky"), is an adult individual residing at the above-captioned address.
2. Defendant Melton International Tackle, Inc (hereinafter "Melton") is a California Corporation, with its principal place of business at the above-captioned address. Melton sells merchandise to residents of Pennsylvania through its website.
3. Defendant Tracy Melton (hereinafter "Tracy") is an adult individual residing at the above-captioned address, and the Chief Executive Officer, Director, and Agent for Service of Process of Melton International Tackle, Inc.
4. Defendant Discover Financial Services, Inc is incorporated in Delaware with a principal place of business at the above-captioned address and the issuer and owner of Discover credit cards which are issued to consumers pursuant to an extension of credit agreement with them.
5. Discover Bank is a federally insured Delaware State Bank with a principal place of business at the above captioned address, and is a wholly owned subsidiary of Discover Financial Services.
6. Defendant Discover Financial Services, LLC is Defendant Discover Bank, service affiliate and, as such, provides various services for Discover Bank such as marketing, application approval, transaction approval, customer service, security, billing and the collection of delinquent accounts. DFS Services, LLC's principal place of business is at 2500 Lake Cook Rd., Riverwoods, Illinois 60015.
7. Defendants, Discover Financial Services, Inc, Discover Bank and Discover Financial Services LLC are referred to jointly herein as "Discover."

8. This Court has personal jurisdiction over Defendants because they do business in Pennsylvania with citizens of Pennsylvania.

**OPERATIVE FACTS**

9. At all times relevant, Melton acted by and through its agents and employees.
10. At all times relevant, Discover acted by and through its agents and employees.
11. At all times relevant, Umansky acted individually and through her friend and agent, George Barnard ("George").
12. In addition to operating a retail store at the above-captioned address, Melton also sells big game fishing supplies and related goods on its website and over the phone, and is a certified dealer of Accurate fishing reels.
13. In December 2016, Umansky planned to buy six (6) Accurate ATD-30 fishing reels and six (6) Accurate ATD-50W fishing reels as a Christmas present. Umansky looked into purchasing these reels from several dealers, including Melton.
14. On or about December 20, 2016, George and Ellen called Melton on the phone (hereinafter the "initial phone call"). In the initial phone call, with Ellen present, George spoke with Andrew Alvarez, a sales representative working for Melton (hereinafter "Alvarez").
15. During the initial phone call, George made it clear to Alvarez that the reels were being ordered as a Christmas present, and that the reels might have to be returned if it turned out they had already been purchased somewhere else. George stressed that it was important that Umansky could return the reels. George also specifically requested that no line be put onto the reels, in order to be able to return them in new condition.

16. Having had experience as a reel retailer, George was careful to make sure that the reels Umansky ordered were standard and not a special order, so that they could be returned if Umansky needed to return them.
17. During the initial phone call, Alvarez told George that returning the reels if Umansky did not need them would not be a problem. Alvarez told George that Melton had six (6) Accurate ATD-30 reels in stock, but only four (4) ATD-50W reels. Alvarez stated that the remaining two reels would have to be ordered, and would be shipped later in a separate order.
18. On or about December 21, 2016, Umansky called Melton back to order the ten fishing reels they had in stock, for a total of \$12,236.46 (including \$196.56 in shipping fees) (copy of invoice attached hereto as **Exhibit A**). This order consisted of the six (6) Accurate ATD-30 fishing reels and four (4) Accurate ATD-50W fishing reels (collectively, the "12-21 purchase").
19. Umansky provided her credit card information and authorized Melton to charge her Discover credit card for this purchase.
20. In addition to the ten reels in the 12-21 purchase, Umansky also ordered two (2) additional Accurate ATD-50W reels (the "back-ordered reels"). Because Melton did not currently have enough ATD-50W reels in stock, Alvarez confirmed that the back-ordered reels would be shipped later and charged as a separate purchase. Alvarez never indicated that the back-ordered reels would constitute a special order, or that they would be subject to a restocking fee.
21. At no point during the initial phone call did Alvarez indicate that any of the reels would not be able to be returned for a full refund. Alvarez made no mention of any restocking fee, or that only store credit would be available if the reels were returned. Alvarez did not tell

Umansky that this would be a special order or a rush delivery. Additionally, Alvarez failed to present Umansky with any documents regarding its merchant policies.

22. Nowhere on the invoice for the 12-21 purchase is there any mention that the reels were a special order, or a rush delivery, or subject to a 20% restocking fee, or returnable for store credit only. **Exhibit A.**
23. The reels ordered in the 12-21 purchase and the back-ordered reels were regularly stocked items, not special order.
24. A representative of Accurate (the manufacturer of the reels) later confirmed to Umansky via email that the Accurate ATD-30 and ATD-50W reels in silver "should never be considered a special order product or color" by any approved Accurate dealer (copy of email attached hereto as **Exhibit B**).
25. Silver was the standard color for the Accurate ATD-30 and ATD-50W reels offered on Melton's website, with no mention of the reels being a special order, or only returnable for store credit, or subject to a 20% restocking fee if returned. See screenshot of reels listed for sale on Melton's website, attached hereto as **Exhibit C**.
26. When six Accurate ATD-30 and six Accurate ATD-50W reels are placed in a customer's "shopping cart" on Melton's website, one of the standard options available for shipping is "Priority Overnight (1 Business Day, Not Available for Saturday Delivery)," which is \$59.99 for the twelve reels. (Screenshot of "shopping cart" with the twelve reels in it attached hereto as **Exhibit D**.) To place the order, a customer is required to check a box that says "I have read and agree with Melton Tackle's Shipping and Handling Policies." **Exhibit D.**
27. The "Priority Overnight" shipping is the fastest and most expensive shipping offered on Melton's website for this order. **Exhibit D.**

28. There is no option to select shipping that costs anywhere near \$196.56, which is what

Umansky was charged in shipping fees for the 12-21 order. **Exhibit D.**

29. Melton's Shipping and Handling Policies (attached hereto as **Exhibit E**) include:

"10. Returns/Exchanges: If for any reason you are not 100% satisfied with your purchase, please contact our customer service dept. within 21 days of receipt for a Return Authorization. Returns/Exchanges without authorization WILL NOT BE ACCEPTED. Returns/Exchanges after 21 days of original receipt WILL NOT BE ACCEPTED. All Returns/Exchanges MUST be in original packaging and in unused/re-sellable condition."

30. Also included in these Shipping and Handling Policies is Melton's stated policy on backorders: "If we are out of stock on an item, you may choose for us to backorder these items and ship later. Please specify at checkout if you would like out of stock items backordered. Unfortunately, we are unable to backorder items totaling less than \$15. Additionally, backorders are not accepted outside the Continental United States." **Exhibit E.**

31. Umansky received the ten reels from the 12-21 purchase in the mail on December 24, 2016.

32. Umansky made the 12-21 purchase in good faith, intending the reels to be used as a Christmas gift.

33. Reels had already been purchased for the intended recipient of the Christmas present, and therefore the reels Umansky ordered from Melton were not needed.

34. On December 27, 2016, Umansky called Melton to inform them that she needed to return the reels from the 12-21 purchase. Umansky spoke with Agnes, a Melton Tackle Customer Service representative. Agnes told Umansky that the back-ordered reels were scheduled to be shipped out that day. Umansky asked Agnes to cancel the order for the back-ordered reels.



Upon information and belief, Agnes canceled the order for the back-ordered reels right then, while Umansky waited on hold.

35. On December 27, 2017, a second invoice was generated, quoting the price for the back-ordered reels as \$2,629.97 (including \$59.99 for shipping by FedEx) (the "12-27 invoice") (copy of the 12-27 invoice attached hereto as **Exhibit F**).
36. On December 27, 2016, Agnes sent Umansky an email providing her with a Return Authorization for the 12-21 purchase (the "RA"). (Copy of email attached as **Exhibit G**.) This email instructed Umansky to write the RA number on the outside of the package, and to include a note specifying whether she needed a return, exchange, store credit, or refund for the purchase. **Exhibit G**. The email advised Umansky to "allow 2-4 weeks for the RETURN/EXCHANGE/STORE CREDIT/REFUND to go through." *Id.* Nowhere in this email is there any mention that the return would be subject to a 20% restocking fee, or that the return would only be eligible for store credit rather than a refund.
37. While on the phone with Agnes on December 27, 2017, Umansky cancelled the order for the back-ordered reels described in the 12-27 invoice before it shipped. (Screenshot of FedEx Tracking for the order attached as **Exhibit H**.) Umansky never authorized Melton to charge her credit card for the back-ordered reels. Melton never shipped the back-ordered reels to Umansky. **Exhibit H**. The back-ordered reels were never delivered to Umansky.
38. Despite cancelling the order for the back-ordered reels before they shipped, and never receiving the reels, Umansky nevertheless received a charge on her credit card from Melton for the back-ordered reels, including shipping costs.
39. On or about December 28, 2017, Umansky returned the reels from the 12-21 purchase, mailing them back to Melton via USPS priority mail. The reels were returned within 21 days

of receipt in unused condition and in the original packaging, and therefore in compliance with Melton's policy for Returns/Exchanges.

40. On January 5, 2017, Umansky received an email from Alvarez confirming that the returned reels from the 12-21 purchase had been received.
41. Between January 5 and 10, 2017, Umansky followed up with phone calls to Melton because no refund had been issued for the 12-21 purchase.
42. On January 10, 2017, Umansky emailed Alvarez to find out why Melton had not refunded her money yet.
43. On January 11, 2017, Alvarez sent Umansky an email saying that because the reels were "special ordered and rushed," they were subject to a 20% restocking fee, and that Umansky could only receive store credit for the difference rather than a refund of the purchase price (copy of email attached hereto as **Exhibit I**). Alvarez further stated that Melton "had to return those reels to Accurate," that Accurate was charging Melton a 20% restocking fee, and that Melton only received account credit instead of cash from Accurate when they returned the reels. **Exhibit I**.
44. The email from Alvarez on January 11, 2017 was the first time Melton made any indication to Umansky that a full refund would not be available if she needed to return her purchase. Throughout the process of ordering the reels online and returning them, there had been no mention of any policy that would make the product not eligible for a full refund, provided that the product was returned within the time frame and in the condition specified in the Shipping and Handling Policies.
45. On March 16, 2017, Umansky spoke on the phone with Justin, a sales manager working for Accurate (the manufacturer of the reels at issue). During this phone call, Justin verified that

Melton had five or six of the reels in question in stock. Justin also confirmed that these reels would not have been a special order, and that Melton did not return them to Accurate or pay Accurate a 20% restocking fee.

46. Tackle Direct is another certified dealer of Accurate reels. Kraig Friedman, who works in sales for Tackle Direct, confirmed to Umansky that silver is the standard color for the Accurate ATD-30 and ATD-50W reels, and that the reels would not require a special order from Accurate. Friedman also confirmed that under Tackle Direct's return policy, the reels could be returned for a full refund if unused and within the original packaging within thirty days of receipt, with no restocking fees (copy of Friedman's email to Umansky attached hereto as **Exhibit J**).
47. On or about January 12, 2017, Umansky made a complaint to Discover disputing the \$2,692.97 charge for the back-ordered reels, which were never shipped.
48. On or about January 12, 2017, Umansky made a complaint to Discover disputing the \$12,236.46 charge for the 12-21 order, which she returned to Melton following Melton's stated return policy.
49. On January 18, 2017, Melton sent Discover a letter in response to Umansky's billing disputes (copy of letter attached hereto as **Exhibit K**). This letter nowhere states that the back-ordered reels were ever shipped to Umansky.
50. In early February 2017, Discover sent Umansky an email responding to Umansky's dispute of the \$2,692.97 charge, saying that the charge was found to be "valid based on merchant's documentation."

51. In early February 2017, Discover sent Umansky an email responding to Umansky's dispute of the \$12,236.46 charge, saying that the charge was found to be "valid based on merchant's documentation."
52. Soon after Discover's rejection of her first complaints, Umansky made a second complaint to Discover disputing the \$2,692.97 charge for the back-ordered reels, which were never shipped.
53. At the same time, Umansky made a second complaint to Discover disputing the \$12,236.46 charge for the 12-21 order, which she returned to Melton following Melton's stated return policy.
54. On March 12, 2017, Discover sent Umansky an email responding to Umansky's dispute of the \$2,692.97 charge, saying that the charge was found to be "valid based on merchant's documentation."
55. On March 12, 2017, Discover sent Umansky an email responding to Umansky's dispute of the \$12,236.46 charge, saying that the charge was found to be "valid based on merchant's documentation."
56. Beginning on or about March 13, 2017, Umansky tried to continue disputing the charges. Because Discover's website would not allow her to make a third billing dispute for the same charges using their website, Umansky called Discover multiple times to find out where to send the supporting documentation showing that the disputed charges were invalid. After many phone calls, Umansky spoke with Evan Gentry, the first Discover employee who was helpful. Evan provided Umansky with a fax number to send the documentation packet to. Umansky made several unsuccessful attempts to fax the documentation. After several

attempts to reach Evan again, Umansky was able to speak with Evan again, and he provided her with a mailing address where she could send the documentation packet.

57. On March 24, 2017, Umansky mailed Discover a packet of documentation showing why the charges were invalid.

58. Despite Umansky making many attempts to get back in touch with Discover and specifically with Evan Gentry to ascertain the status of her complaint, Evan never called back, and Discover did not give Umansky any follow-up information regarding the complaint she sent in.

59. Umansky's cardmember agreement with Discover (attached hereto as **Exhibit L**) lays out Umansky's rights and Discover's responsibilities under the Fair Credit Billing Act, in pertinent part:

"If we do not believe there was a mistake: ... If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you in writing the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us."

**Exhibit L.**

60. Upon information and belief, Discover reported the delinquency in Umansky's credit card account to third-party credit reporting agency, without also notifying the third party that the charges were still in dispute, and without providing Umansky in writing with the name of the third party to whom Discover reported the delinquency.

61. Prior to May 2017, Umansky's credit score was consistently in the "very dependable" range, staying between 748 and 774 in the previous ten months. (Copy of Umansky's FICO credit score history attached hereto as **Exhibit M**.)

62. Between May 2017 and July 2017, Umansky's credit score dropped 138 points from 767 to 629, placing her credit score in the "below average" range. *See Exhibit M.* The key factor in this change was a "serious delinquency from late or missed payments." *Id.* Upon information and belief, this serious delinquency was the result of the disputed charges for the 12-21 order and the back-ordered reels.
63. Due to this significant drop in Umansky's credit score, she has been unable to obtain financing for purchases.
64. Umansky has also had had credit limit lowered on a different credit card, and has had another credit card account closed, because of the "serious delinquency" reported by Discover to the third-party credit reporting agency.

**COUNT I – BREACH OF CONTRACT**

65. The paragraphs above are incorporated herein by reference as if set forth herein in full.
66. At all times relevant, Plaintiff and Defendant Melton were parties to the contracts for the sale of goods, express and/or implied at law, to Plaintiff's great personal detriment and injury as aforesaid.
67. The sale of goods from Melton to Umansky on December 21, 2016 was subject to the terms and conditions of Melton's stated Shipping and Handling Policies, including its Returns/Exchanges policy, as well as the terms communicated to Umansky during the initial phone call.
68. By not refunding the price of the reels when Umansky returned those she had received and canceled the order for the back-ordered reels, Melton violated the terms of the contract.
69. By representing to Umansky that she would be able to return the products for a full refund but later refusing to refund the purchase price, Melton failed to observe reasonable



commercial standards of fair dealing, and thus violated its duty of good faith and fair dealing in the contract.

70. Defendant's breaches of the contract caused harm to Umansky, as set forth more fully above.

WHEREFORE, Plaintiff demands declaratory judgment against Defendants in excess of \$50,00.00, plus interest, costs, punitive damages, and attorneys' fees incurred in bringing this action plus other relief which this Honorable Court deems necessary and just.

**COUNT II – FRAUD**

71. The paragraphs above are incorporated herein by reference as if set forth herein in full.

72. By representing to Umansky over the telephone that she would be able to return the reels she was thinking of purchasing, Melton committed fraud in the inducement of the contract for the sale of goods.

73. Umansky would not have purchased the reels from Melton if she had not been assured that she would be able to return them in the event that the reels were not needed as a Christmas present.

WHEREFORE, Plaintiff demands declaratory judgment against Defendants in excess of \$50,00.00, plus interest, costs, punitive damages, and attorneys' fees incurred in bringing this action plus other relief which this Honorable Court deems necessary and just.

**COUNT III – 15 USC 1601 §§ 301ff. – FAIR CREDIT BILLING ACT (FCBA)**

74. The paragraphs above are incorporated herein by reference as if set forth herein in full.

75. Discover is a creditor for purposes of the FCBA.

76. Under the FCBA, a billing error includes "A reflection on a statement of goods or services not accepted by the obligor or his designee or not delivered to the obligor or his designee in accordance with the agreement made at the time of a transaction."

77. When evaluating billing disputes for billing errors where the goods were not delivered to the obligor in accordance with the agreement made at the time of the transaction, the FCBA mandates that "a creditor may not construe such amount to be correctly shown unless he determines that such goods were actually delivered, mailed, or otherwise sent to the obligor and provides the obligor with a statement of such determination."

78. Plaintiff provided Discover with written notice of the billing errors within sixty days of the statement reflecting the billing errors.

79. The \$2,692.97 charge from Melton for the back-ordered reels was a billing error under the FCBA because the order was never delivered to Umansky.

80. The \$12,236.46 charge from Melton for the 12-21 order was a billing error under the FCBA because Umansky returned the goods under the terms agreed to at the time of the original transaction.

81. The FCBA mandates that if an obligor gives the creditor notice in writing that the obligor continues to dispute the charges within ten days of the creditor notifying the obligor that it has determined the disputed charges to be valid, "a creditor may not report to any third party that the amount of the obligor is delinquent because the obligor has failed to pay an amount which he has indicated under section 161(a)(2), unless the creditor also reports that the amount is in dispute and, at the same time, notifies the obligor of the name and address of each party to whom the creditor is reporting information concerning the delinquency."

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82. After Discover notified Umansky that it had determined that the charges were valid, Umansky timely notified Discover that the charges were still in dispute.

83. By upholding a charge for goods that were never delivered to Umansky, Discover violated the FCBA.

84. By reporting Umansky as delinquent to a third-party credit reporting agency without reporting that the amount was in dispute, and without notifying Umansky of the name and address of the party to whom Discover reported the delinquency, Discover violated the FCBA.

WHEREFORE, Plaintiff demands declaratory judgment against Defendants in excess of \$50,00.00, plus interest, costs, statutory damages, and attorneys' fees incurred in bringing this action plus other relief which this Honorable Court deems necessary and just.

#### **COUNT IV - NEGLIGENCE**

85. The paragraphs above are incorporated herein by reference as if set forth herein in full.

86. Because its employees were singularly difficult to reach and unhelpful in providing Umansky with information on how to lodge her complaints as to the invalid charges, Discover breached its implied contractual duty of good faith and fair dealing.

87. Because Umansky properly notified Discover in writing that she continued to dispute the charges from Melton, Discover had the duties under the cardmember agreement to report that she was questioning the charges when it reported them to credit reporting agencies, and to provide Umansky in writing of the names of anyone to whom they reported her as delinquent.

88. By failing to report that Umansky was questioning her bill when it reported the delinquent charges to a credit reporting agency, Discover breached its duty laid out in the cardmember agreement.

89. By failing to provide Umansky with the name of the agency or agencies to whom it reported her as delinquent, Discover breached its duty laid out in the cardmember agreement.

WHEREFORE, Plaintiff demands declaratory judgment against Defendants in excess of \$50,00.00, plus interest, costs, punitive damages, and attorneys' fees incurred in bringing this action plus other relief which this Honorable Court deems necessary and just.

**COUNT V – PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER  
PROTECTION LAW (UTPCPL)**

90. The paragraphs above are incorporated herein by reference as if set forth herein in full.

91. Defendant Melton was at all times relevant a person engaged in trade and commerce as defined at 73 P.S. § 201-2(2), (3).

92. Under the UTPCPL, it is unlawful for one to engage in any deceptive or fraudulent conduct which creates the likelihood of confusion or misunderstanding.

93. By orally representing to Plaintiff that the reels could be returned for a full refund without a problem, Melton intentionally and/or recklessly created a misunderstanding on the part of Plaintiff with regard to purchase of the fishing reels.

94. By not mentioning over the phone or in its return policy stated in its Shipping and Handling Policies any policies of charging restocking fees or not allowing a full refund for returned merchandise, and later claiming that Umansky would be charged a restocking fee and only issued store credit for her returned merchandise, Melton engaged in deceptive or fraudulent conduct that created a misunderstanding on the part of Plaintiff.

95. By making no mention of the reels being a "special order" when Umansky ordered them—especially when Melton had several of the reels in stock already and since it was standard practice in the industry that the reels ordered would have been a standard order—and later

claiming that the reels were a special order subject to a restocking fee and store credit instead of a refund, Melton engaged in deceptive or fraudulent conduct that created a misunderstanding on the part of Plaintiff.

96. By charging Umansky \$196.56 for shipping her order while the same "Priority Shipping" would have cost \$59.99 if she had ordered through the website, Melton engaged in deceitful sales practices.

97. But for Melton's fraudulent and deceptive conduct, Plaintiff would not have purchased the fishing reels.

98. Pursuant to the UTPCPL, Plaintiff is entitled to treble damages, and reasonable attorney's fees and costs.

WHEREFORE, Plaintiff demands declaratory judgment against Defendants in excess of \$50,00.00, plus interest, costs, statutory damages, treble damages, and attorneys' fees incurred in bringing this action plus other relief which this Honorable Court deems necessary and just.

#### **COUNT VI – UNJUST ENRICHMENT**

99. The paragraphs above are incorporated herein by reference as if set forth herein in full.

100. Under the original contract, Plaintiff had the right to return the goods if she was not "100% satisfied," with no mention of the return being limited to in-store credit or subject to a restocking fee.

101. When Plaintiff returned the reels in accordance with the terms of the contract, Defendant kept a restocking fee of \$2,921.98 on the returned/cancelled goods and kept the rest of the money, only allowing her to use it as in-store credit for future purchases from Defendant.

102. Defendant received an unfair benefit from Plaintiff and it would be unconscionable for Defendant to retain that benefit.

WHEREFORE, Plaintiff demands declaratory judgment against Defendants in excess of \$50,00.00, plus interest, costs, punitive damages, and attorneys' fees incurred in bringing this action plus other relief which this Honorable Court deems necessary and just

Respectfully Submitted,

WEISBERG LAW

SCHHAFKOPF LAW, LLC

BY: /s/ Matthew Weisberg  
MATTHEW B. WEISBERG, ESQ

BY: Gary Schafkopf  
GARY SCHAFFKOPF, ESQ.

DATED: 9-29-17

DATED: 9-29-17

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**VERIFICATION**

I, Ellen Umansky, hereby verify that the statements contained in the Complaint are true and correct true and correct to the best of my knowledge, information and belief. I also understand that the statements contained herein are subject to the penalties of 18 Pa.C.S. 4904 related to unsworn falsification to authorities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
ELLEN UMANSKY

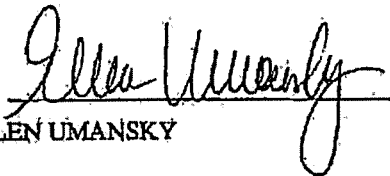
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Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

**VERIFICATION**

I, Ellen Umansky, hereby verify that the statements contained in the Complaint are true and correct true and correct to the best of my knowledge, information and belief, I also understand that the statements contained herein are subject to the penalties of 18 Pa.C.S. 4904 related to unsworn falsification to authorities.

Dated: 9-19-17

  
ELLEN UMANSKY

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# EXHIBIT A

**DISCOVER****MELTON  
INTERNATIONAL TACKLE***The Ultimate in Performance Tackle & Accessories*

1375 S. State College Blvd. - ANAHEIM, CA 92808

Tel: (714) 507-4177 - Fax: (714) 978-9289

E-mail: - Website: www.meltontackle.com

**Bill To:** CU274766  
 Ellen Umansky  
 119 Danby Ct  
 SOUTHAMPTON, PA 18956  
 USA  
 267 909 1132

**Ship To:**  
 Ellen Umansky  
 119 Danby Ct  
 SOUTHAMPTON, PA 18956  
 USA  
 267 909 1132

**Invoice No.:** PS1333725  
**Sales Order:** 6329500  
**Invoice Date:** 12/21/16  
**Sales Person:** Andrewa  
**Terms:** Credit Card

R4/18  
INVOICE

4701301050

Item No.	Desc 1	Desc 2	Attr/Size	QTY	PRICE	EXT PRICE
608000	ACCURATE-ATD-30	WITH CROSSBAR		2	1,349.99	2,699.98
608001	ACCURATE-ATD-30W	ATD		4	1,284.99	5,139.96
	SALES - SHIPPING			1	199.56	199.56

Does not state special order, Rush. Subject to  
 20% restock or  
 store credit only  
 Exhibit #1

Amount Subject to  
 Sales Tax  
 0.00

Amount Exempt  
 from Sales Tax  
 12,238.46

Subtotal: 12,238.46  
 Total Sales Tax: 0.00  
 Total: 12,238.46

THANK YOU FOR YOUR ORDER  
 We Appreciate Your Business!

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# EXHIBIT B

Exhibit  
#5

service@accuratefishing.com

From: George Bernard

lightenupsportfishing@gmail.com

Subject: [REDACTED]

Re: [REDACTED]

Message Body

Dear Accurate: I am a [REDACTED] and I should never be  
asked to spend [REDACTED] on a product or order by any dealer  
[REDACTED] or any [REDACTED] [REDACTED]

For more information, please contact [REDACTED] or  
[REDACTED] accuratefishing.com/contact

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Kristin Hicks

Re: Accurate Fishing Contact Form \*

Mar 15, 2017, 11:38:26 AM

Lighten Up Fishing

\* That is correct, it is not a special order. \*

Thank you,

Team Accurate

Accurate Fishing Products  
807 E. Parkridge Ave.  
Corona, CA. 92879  
Toll Free: 888-222-8372  
[www.AccurateFishing.com](http://www.AccurateFishing.com)

New Accurate Neoprene Reel Covers! Click Photo To Buy.

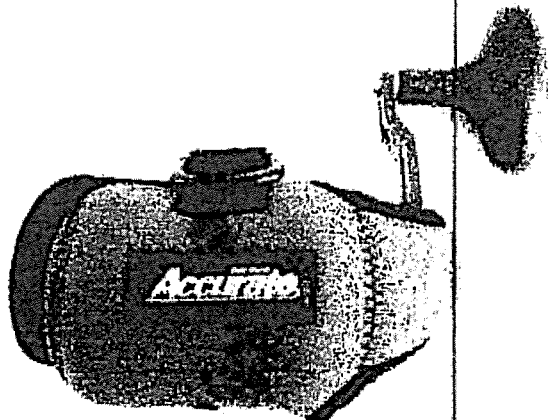


EXHIBIT #5

REEL MANUFACTURE  
CONFIRMS REELS ARE  
NOT SPECIAL ORDER  
ITEMS

On Mar 15, 2017, at 6:48 AM, Lighten Up Fishing  
<[lightenupsportfishing@gmail.com](mailto:lightenupsportfishing@gmail.com)> wrote:

Kristin I realize that all dealers may not have whats needed  
in stock however not having them in stock does not \*

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT C



3/22/2017

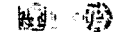
Accurate ATD Platinum TwinDrag Reels - Melton International Tackle

Customer Service About Stores Catalog

Search:

GO

Your Cart: 12 Items - \$15,300.00 | View Cart | Checkout | My Account | Log In



Home &gt; Reels &gt; Conventional Reels &gt; Accurate ATD Platinum TwinDrag Reels

## Accurate ATD Platinum TwinDrag Reels

[Write your review](#)

## Details



The Accurate Platinum TwinDrag 2-speed reel was the very first big game reel to have drags on both sides of the spool. By dispersing the drag friction over the surface of the two drag plates (instead of just one), the Twin Drag keeps pressure constant during long and drawn-out battles. Accurate has engineered a fishing reel that will set a totally new standard of performance for big game reels. This is a serious offshore reel with uncompromised integrity and unflinching quality.

\*Please note: All Accurate ATD models are available in Black and Silver.

STANDARD COLOR  
NOWHERE ON SITE  
DOES IT SAY SPECIAL  
ORDER

Exhibit #10

Does Not State Reels ARE SUBJECT TO 20%  
+ STORE CREDIT ONLY

ENLARGE

SKU	ITEM NAME	Weight	Topless Frame	Retrieve	Gear ratio	Max drag	Frame Color	PRICE	QTY
808006BLK	Accurate Platinum TwinDrag ATD 6 Reel	41.0 oz.	No	Right-Hand	High: 5.0:1 Low: 2.3:1	Full: 40 lb.	Black	\$1100.00	
Line Capacity - Mono: 750 yds./10 lb., 600 yds./12 lb., 450 yds./15 lb., 350 yds./20 lb. Line Capacity - Braided: 900 yds./50 lb. Line spooling options: None									
808006L	Accurate Platinum TwinDrag ATD 6-L Reel	41.0 oz.	No	Left-Hand	High: 5.0:1 Low: 2.3:1	Full: 40 lb.	Silver	\$1024.99	
Line Capacity - Mono: 750 yds./10 lb., 600 yds./12 lb., 450 yds./15 lb., 350 yds./20 lb. Line Capacity - Braided: 900 yds./50 lb. Line spooling options: None									
808012BLK	Accurate Platinum TwinDrag ATD 12 Reel	42.0 oz.	No	Right-Hand	High: 5.0:1 Low: 2.3:1	Full: 40 lb.	Black	\$1024.99	
Line Capacity - Mono: 1000 yds./12 lb., 825 yds./20 lb., 650 yds./30 lb. Line Capacity - Braided: 900 yds./65 lb. Line spooling options: None									
808012BL	Accurate Platinum TwinDrag ATD 12-L Reel	42.0 oz.	No	Left-Hand	High: 5.0:1 Low: 2.3:1	Full: 40 lb.	Black	\$1024.99	
Line Capacity - Mono: 1000 yds./12 lb., 825 yds./20 lb., 650 yds./30 lb. Line Capacity - Braided: 900 yds./65 lb. Line spooling options: None									
808012T	Accurate Topless Platinum TwinDrag ATD 12 Reel	42.0 oz.	Yes	Right-Hand	High: 5.0:1 Low: 2.3:1	Full: 40 lb.	Silver	\$1100.00	
Line Capacity - Mono: 1000 yds./12 lb., 825 yds./20 lb., 650 yds./30 lb. Line Capacity - Braided: 900 yds./65 lb. Line spooling options: None									
808012LT	Accurate Topless Platinum TwinDrag ATD 12-L Reel	42.0 oz.	Yes	Left-Hand	High: 5.0:1 Low: 2.3:1	Full: 40 lb.	Silver	\$1100.00	
Line Capacity - Mono: 1000 yds./12 lb., 825 yds./20 lb., 650 yds./30 lb. Line Capacity - Braided: 900 yds./65 lb. Line spooling options: None									
808030	Accurate Platinum TwinDrag ATD 30 Reel	47.0 oz.	No	Right-Hand	High: 4.0:1 Low: 1.7:1	Full: 45 lb.	Silver	\$1200.00	
Line Capacity - Mono: 700 yds./30 lb., 650 yds./40 lb., 400 yds./50 lb. Line Capacity - Braided: 500 yds./80 lb. Line spooling options: None									
808030T	Accurate Topless Platinum TwinDrag ATD 30 Reel	47.0 oz.	Yes	Right-Hand	High: 4.0:1 Low: 1.7:1	Full: 45 lb.	Silver	\$1200.00	
Line Capacity - Mono: 700 yds./30 lb., 650 yds./40 lb., 400 yds./50 lb. Line Capacity - Braided: 500 yds./80 lb. Line spooling options: None									

High: 4.0:1 Full: 45 lb.

Norton

1/3

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

http://www.meltontackle.com/products/accurate-atd-platinum-twin-drag-reels.html

3/22/2017

## Accurate ATD Platinum TwinDrag Reels - Melton International Tackle

<b>808030LT</b>	Accurate Topless Platinum TwinDrag ATD 30-L Reel	47.0 oz.	Yes	Left-Hand	High: 1.7:1 Low: 1.7:1	Full: 65 lb.	Silver ▼	\$1200.00
Line Capacity - Mono: 700 yds./30 lb., 650 yds./40 lb., 400 yds./50 lb. Line Capacity - Braid: 500 yds./80 lb. Line spooling options: None								
<b>808050</b>	Accurate Platinum TwinDrag ATD 50 Reel	68.0 oz.	No	Right-Hand	High: 3.3:1 Low: 1.2:1	Full: 65 lb.	Silver ▼	\$1320.00
Line Capacity - Mono: 800 yds./40 lb., 650 yds./50 lb., 500 yds./60 lb. Line Capacity - Braid: 650 yds./130 lb. Line spooling options: None								
<b>808050T</b>	Accurate Topless Platinum TwinDrag ATD 50 Reel	58.0 oz.	Yes	Right-Hand	High: 3.3:1 Low: 1.2:1	Full: 65 lb.	Silver ▼	\$1320.00
Line Capacity - Mono: 800 yds./40 lb., 650 yds./50 lb., 500 yds./60 lb. Line Capacity - Braid: 650 yds./130 lb. Line spooling options: None								
<b>808051</b>	Accurate Platinum TwinDrag ATD 50W Reel	60.0 oz.	No	Right-Hand	High: 3.3:1 Low: 1.2:1	Full: 65 lb.	Silver ▼	\$1350.00
Line Capacity - Mono: 850 yds./50 lb., 700 lb./60 lb., 600 yds./80 lb. Line Capacity - Braid: 800 yds./130 lb. Line spooling options: None								
<b>808051L</b>	Accurate Platinum TwinDrag ATD 50W-L Reel	60.0 oz.	No	Left-Hand	High: 3.3:1 Low: 1.2:1	Full: 65 lb.	Silver ▼	\$1350.00
Line Capacity - Mono: 850 yds./50 lb., 700 lb./60 lb., 600 yds./80 lb. Line Capacity - Braid: 800 yds./130 lb. Line spooling options: None								
<b>808090</b>	Accurate Platinum TwinDrag ATD 90 Reel	135.0 oz.	No	Right-Hand	High: 2.2:1 Low: 1.0:1	Full: 75 lb.	Silver ▼	\$1850.00
Line Capacity - Mono: 750 yds./90 lb. Line Capacity - Braid: 1000 yds./200 lb. Line spooling options: None								
<b>808080</b>	Accurate Platinum TwinDrag ATD 80W Reel	147.0 oz.	No	Right-Hand	High: 2.2:1 Low: 1.0:1	Full: 75 lb.	Silver ▼	\$2000.00
Line Capacity - Mono: 1000 yds./80 lb. Line Capacity - Braid: 1200 yds./200 lb. Line spooling options: None								
<b>808080L</b>	Accurate Platinum TwinDrag ATD 80W-L Reel	147.0 oz.	No	Left-Hand	High: 2.2:1 Low: 1.0:1	Full: 75 lb.	Silver ▼	\$2000.00
Line Capacity - Mono: 1000 yds./80 lb. Line Capacity - Braid: 1200 yds./200 lb. Line spooling options: None								
<b>808130</b>	Accurate Platinum TwinDrag ATD 130 Reel	192.0 oz.	No	Right-Hand	High: 2.2:1 Low: 1.0:1	Full: 100 lb.	Silver ▼	\$2150.00
Line Capacity - Mono: 1000 yds./130 lb. Line Capacity - Braid: 2500 yds./200 lb. Line spooling options: None								
<b>808130L</b>	Accurate Platinum TwinDrag ATD 130-L Reel	192.0 oz.	No	Left-Hand	High: 2.2:1 Low: 1.0:1	Full: 100 lb.	Silver ▼	\$2150.00
Line Capacity - Mono: 1000 yds./130 lb. Line Capacity - Braid: 2500 yds./200 lb. Line spooling options: None								

Unapproved listing made

+ Add to wishlist

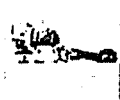
+ ADD TO CART

✓ Norton

ID Protection

Purchase

Lowest Price

Shimano Tlwn Reel  
From \$429.99Accurate RK2 Reel  
From \$359.95Accurate ATD Platinum TwinDrag Reel  
From \$1099.99Alpacas Alpacas Twin Speed Reel  
From \$724.99Shimano Talca II Reel  
From \$499.99Accurate Ross BX Reel  
From \$449.99Avail Pro EX2 Reel  
From \$429.99

Norton

Buy Now

2/3

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT D

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

3/22/2017

Cart

Customer Service About Stores Catalogs

Search:

Your Cart: 12 Items - \$15,300.00 | View Cart | Checkout | My Account | Log In

Home &gt; Cart

Shipping and Delivery  
Security & Privacy  
Frequently Asked Questions  
Pricing and Liability

**YOU HAVE QUALIFIED FOR FREE SHIPPING IN THE U.S.\***

(Mouse over for details)

SKU	Product	Operations	Price	QTY	Subtotal
008030	Accurate Platinum TwinDran ATD 30 Reel - Silver - Right Handed	<input type="checkbox"/> Move to wishlist <input type="checkbox"/> Remove Item	\$1,200.00	6	\$7,200.00
008051	Accurate Platinum TwinDran ATD 50W Reel - Silver - Right Handed	<input type="checkbox"/> Move to wishlist <input type="checkbox"/> Remove Item	\$1,350.00	6	\$8,100.00
Items:					\$15,300.00
2Day Delivery:					\$49.99
Grand total:					\$15,349.99

Normally \$19.99 Your Price \$9.99

ADD TO CART



Melton Tackle  
Diamond Logo T-  
Shirt

Normally \$19.99 Your Price \$9.99

Small ADD TO CART

Small cart Update quantities

Check out with  
the safer, easier way to pay

OR

PayPal

Estimate shipping

ZIP / Postal code

Country

State or province

18966

United States

Pennsylvania

Get

Coupon discounts

Coupon / Promo Code

No Payments + No Interest  
if paid in full in 6 months  
on purchases of \$99 or more  
Check out with PayPal  
and choose PayPal Credit

PayPal  
CREDIT

Norton

ID Theft Protection

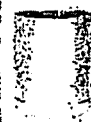
Purchase Guarantee

Lowest Price Guarantee



Penn Reel Covers

From \$14.99

Yell Rambler  
Tumbler

From \$10.99



Pitch Ball Tube

From \$20.99

Delta Soling Reel  
Gratified Line

From \$39.99

Shimano Sicla  
6000 Saltwater

From \$1099.99

We'll keep you posted on the best deals! Subscribe to our newsletter here:

SUBSCRIBE

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Home | Shop our store | Customer Service | About | Store | Catalogs | ES

Norton

1/1

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

http://www.meltontackle.com/cart/

Checkout

<https://www.meltontackle.com/checkout/>

Customer Service | About | Stores | Catalogs

en Español

Blog | Photo Gallery | Charters | Travel

Lures | Reels | Rods | Rod &amp; Reel Combos | Gamefishing Accessories | Boat Accessories | Clothing &amp; Gifts

Clearance Section

Search:

GO

Your Cart: 12 Items - \$16,300.00 | View Cart | Checkout | My Account | Log In



## YOUR CART

Accurate Platinum Twisting ATO 50' V Reel -  
Silver - Right Handed  
\$1350.00 qty: 1

Accurate Platinum Twisting ATO 20 Reel -  
Silver - Right Handed  
\$1200.00 qty: 1

SUBTOTAL: \$16300

YOU HAVE QUALIFIED FOR FREE  
SHIPPING IN THE U.S.  
(Mouse over for details)

SHIPPING: \$0.00

TOTAL: \$16300.00

☒ Norton  
☐ ID Theft Protection  
☐ Purchase Guarantee  
☐ Lowest Price Guarantee

as a thank  
you for buying  
from us.

## Shipping Address

## Billing Address

## Shipping Method

## Payment

Please choose your desired shipping method:  
Click here to update the list

- ☐ Standard Delivery (7-10 Business Days) \$9.00
- ☐ Express Delivery (3-5 Business Days) \$39.99
- ☐ 2Day Delivery (2 Business Days) \$49.99
- ☐ Priority Overnight (1 Business Day, Not Available for Saturday Delivery) \$69.99

☒ I have read and agree with Melton Tackle's Shipping and Handling policies.

Please indicate your backorder preference below:

Yes, backorder items out of stock

Special Instructions:

- ☐ I require a signature upon delivery of my package  
I understand that Melton International Tackle is not responsible for my package once a signature has been obtained from the courier.
- ☐ Please deliver my package without a signature  
I understand that Melton International Tackle is not responsible for lost, stolen or missing packages once delivery has been confirmed.

Proceed

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Home | Shop our store | Customer Service | About | Stores | Catalogs | RSS

Check out with PayPal  
The safer, easier way to pay



After Expedited Shipping  
which also proves with  
A Rush of Special  
Order.  
Back order items  
will be shipped at  
later date

See Attached Exhibits  
which show the exact  
Shipping policies for this  
order

you have to check if  
the box



3/24/2017 10:50 AM

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

1 of 1

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT E

Actual ~~Print~~ of  
Pop UP BOX  
Exhibit #  
11 F

### Shipping - Continental U.S.

Melton International Tackle reserves the right to utilize any USPS or FedEx service necessary to meet our delivery commitment.


**Note: Please assume a minimum processing time (from time of placement until order ships out) of 72 business hours (Monday-Friday).**

For example: If an order is placed on Monday, using Standard Delivery and assuming the item(s) are in-stock, it may not be processed and shipped until Thursday at which time you must allow 3-6 business days for delivery.

Purchase Amount	Standard Delivery	Express Delivery	Priority Overnight
\$0 - \$30.00	\$7.99	\$13.99	\$33.99
\$30.01 - \$50.00	\$8.99	\$14.99	\$34.99
\$50.01 - \$100.00	\$9.99	\$16.99	\$36.99
\$100.01 - \$125.00	\$12.99	\$18.99	\$38.99
\$125.01 - \$200.00	\$13.99	\$19.99	\$39.99
\$200.01 - \$250.00	\$15.99	\$22.99	\$42.99
\$250.01 - \$400.00	*FREE	\$25.99	\$45.99
\$400.01 - \$699.00		\$30.99	\$50.99
Over \$699.00		\$39.99	\$59.99

### Shipping Policies - VERY IMPORTANT PLEASE READ

1. ALL ITEMS WILL BE SHIPPED VIA USPS or FEDEX - WE DO NOT OFFER SHIPPING THROUGH UPS, DHL OR ANY OTHER CARRIER. (The only exception to this policy is that orders shipping to military addresses.) Special Instructions requesting shipping via services other than USPS or FedEx will not be followed.
2. All shipments will be sent requiring a signature at time of delivery. If the recipient address has a Release Signature on file with USPS or FedEx, Melton International Tackle is not responsible for the shipment once it has been delivered.
3. Oversized packages which have dimensional weight charges applied will incur additional freight charges as imposed by USPS or FedEx - Items including, but not limited to: fishing rods, gaffs, coolers, rigging buckets, bait trays, bait tanks, tackle boxes/bags, marlin mats, boarding mats, battle stations, outriggers, fighting chairs & rod logs. Call for details.
4. Orders being sent to international addresses will incur additional charges - expect a MINIMUM shipping/handling charge of \$35 to Canada or Mexico and a MINIMUM shipping/handling charge of \$45 to other international destinations - Prices calculated online are estimates. Customers will be contacted should shipping charges exceed that of which they were quoted online. (All international shipping/handling charges are based on package size weight and eventual destination.)
5. Free shipping offers are only valid for orders placed within the continental United States. Free shipping only available via standard USPS or standard FedEx Ground method unless otherwise stated.
6. Bait Orders - Anticipate a minimum additional charge of \$55.00 including cooler, ice and freight.
7. Drop-Shipped Orders - Including, but not limited to: outriggers, fighting chairs, coolers & Gunwale Mats WILL INCUR additional shipping charges.

- 
8. Orders being shipped to addresses outside the continental United States, including HI, AK, PR, call for shipping quote. (Allow additional 1-2 days for delivery.)
  9. Orders including Rods or Gaffs will incur a \$16.50 charge for a protective rod shipping tube.
  10. Returns/Exchanges - If for any reason you are not 100% satisfied with your purchase, please contact our customer service dept within 21 days of receipt for a return authorization. Returns/Exchanges without authorization WILL NOT BE ACCEPTED. Returns/Exchanges after 21 days of original receipt WILL NOT BE ACCEPTED. All Returns/Exchanges MUST be in original packaging and in unused/re-sellable condition.
  11. Melton Tackle Gift Cards are not returnable or refundable for cash except in states where required by law. If you decide to return merchandise that you purchased using your Melton Tackle Gift Card, the refunded amount will be credited directly back to your Melton Tackle Gift Card. Please do not throw away your Melton Tackle plastic Gift Card unless you are sure of your purchase.
  12. Please Note - ALL CLEARANCE SALES ARE FINAL.

### Backorders

If we are out of stock on an item, you may choose for us to backorder these items and ship later. Please specify at checkout if you would like out of stock items backordered. Unfortunately, we are unable to backorder items totaling less than \$15. Additionally, backorders are not accepted outside the Continental United States.

### Shipping - Disclaimer and Other Options

Pricing may vary according to weight and size of package. Dimensional weight charges will be added when applicable.

- No order will be shipped without receipt of total payment.
- Melton International Tackle does not ship any order C.O.D.
- Domestic delivery not available to P.O. Boxes.
- A telephone number of the recipient is required for all deliveries.

### Shipping - Bait Orders

All bait orders are subject to additional freight charges. Due to the perishable nature of the goods, a special cooler box, dry ice and overnight freight will be added. Actual cost will vary based upon the size and weight of package. (Minimum freight charge on bait will be \$55).

### Shipping - International

Above quoted shipping rates do not apply to International orders. Additional charges will apply. Please call for a quote, 1-800-372-3474 or E-mail: [info@meltontackle.com](mailto:info@meltontackle.com)

All International orders will be shipped via FedEx International Priority shipping method.

**Shipping - Via Priority Mail** Shipping via the US Postal Service is available to US Military Addresses, Select Locations and Select International destinations only. Please call for more information. 1-800-372-3474 or E-mail: [info@meltontackle.com](mailto:info@meltontackle.com). Postal shipments require a signed liability release form. Available from Melton Tackle. (Call to have a copy faxed to you). An additional handling charge of \$6.00 will be included on all orders being sent via Priority Mail (ie. mail charge equals cost plus \$5). Call for a quote, 1-800-372-3474 or E-mail: [info@meltontackle.com](mailto:info@meltontackle.com).



# EXHIBIT F

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# MELTON

## INTERNATIONAL TACKLE

*The Ultimate in Bass Game Tackle & Accessories*

1375 S. State College Blvd. - ANAHEIM, CA 92806  
 Tel: (714) 507-4177 - Fax: (714) 978-8289  
 E-mail: - Website: www.meltontackle.com

P: 7/18  
 INVOICE  
 470301056

Bill To: 00274768  
 Ellen Umansky  
 119 Danby Ct  
 SOUTHAMPTON, PA 18986  
 USA  
 267 808 1132

Ship To:  
 Ellen Umansky  
 119 Danby Ct  
 SOUTHAMPTON, PA 18986  
 USA  
 267 808 1132

Invoice No.: PS1334106  
 Sales Order: S329600  
 Invoice Date: 12/27/18  
 Sales Person: Andrews  
 Terms: Credit Card

Item No.	Desc 1	Desc 2	Attr/Size	QTY	PRICE	EXT PRICE
808051	ACCURATE-ATD-600V	ATD		2	1,284.99	2,569.98
	SALES - SHIPPING			1	59.99	59.99
	FEDEX 12/27/18 (Quoted)			1		

NEVER GAVE AUTHORITY TO CHARGE CARD  
 ORDER CANCELLED RA ISSUED

NEVER SHIPPED, INVOICE DOES NOT STATE SPECIAL ORDER

EXHIBIT #2 RUSH ORDER  
 SUBJECT TO 20%  
 SUBJECT TO STORE  
 CREDIT  
 ONLY

Amount Subject to  
 Sales Tax  
 0.00

Amount Exempt  
 from Sales Tax  
 2,629.97

Subtotal: 2,629.97  
 Total Sales Tax: 0.00  
 Total: 2,629.97

THANK YOU FOR YOUR ORDER  
 We Appreciate Your Business!

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT G

From: Melton Tackle Customer Service info@meltontackle.com  
Subject: MELTON TACKLE RETURN/EXCHANGE INSTRUCTIONS AND  
RETURN AUTHORIZATION #  
Date: Dec 27, 2016, 7:14:33 PM  
To: ellen@mishafurs.com

Dear Ellen,

We have received your request for a RETURN/EXCHANGE/STORE CREDIT/REFUND.

Please note, we have issued a RA# for your return, the RA# is: RA18121.

Please put this number outside of the package in **VERY BIG LETTERS/NUMBERS** and please include a note to let us know what you would like us to do. (Example:  
RETURN/EXCHANGE/STORE CREDIT/REFUND).

If you are exchanging a product, please make sure to include the size or item # of the item we are to exchange.

Please allow 2-4 weeks for the RETURN/EXCHANGE/STORE CREDIT/REFUND to go through. You can also request for a credit and place a new order online.  
Please e-mail us with any questions or concerns - info@meltontackle.com.

Please mail the package back to the following address:  
MELTON INTERNATIONAL TACKLE  
ATTN: Returns Dept.  
1375 S. State College Blvd  
Anaheim, CA 92806

Thank you and please let us know if we can be of any assistance in the future.

Sincerely,

Agnes  
Melton Tackle Customer Service

Exhibit #4

Nothing on this RA by the merchant  
States, 20% Restocking Fee or 20% Restocking  
Fee + Store Credit  
Only

\* Clearly Shows Refund Requested

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT H

DISCOVER

Track your package or shipment with FedEx Tracking

P8/18  
47013010650

My FedEx | Apps | Metrics | Tools | Search by tracking number | Site

FedEx Shipping | Tracking | Manage | Learn | FedEx Office

Eric Coleys

**IMPORTANT!**  
Winter storms and the presidential inauguration are causing unavoidable service delays in the Northeast, Midwest, Northwest, and Washington, D.C. areas. Learn More

## FedEx® Tracking

138872110332577		Scheduled delivery: Pending	
Addition ship date: Tue 1/18/2018		SOUTHAMPTON, PA US	
Label created Shipping information and facts			
Shipping info has been created. The status will be updated when shipment begins to travel.			
Quickly and easily customize your home deliveries. Request to get your home deliveries when and where you want them with FedEx Delivery Manager.			
Travel History			
Destination	Activity	Location	
1/18/2018 - Tuesday 12:37 pm Shipment information sent to FedEx			
Shipment Facts			
Tracking number	138872110332577	Service	FedEx Home Delivery
Reference	8538503	Weight	8.8 lbs / 4.02 kg
Signature services	Direct signature required	Total pieces	1
Label	Printed	Package	
Special handling	Signature required		

Exhibit  
#6  
NEVER SHIPPED  
BACK ORDERED  
ITEMS  
CANCELLED  
MERCHANT HAS NO  
AUTHORITY TO  
CHARGE CARD

## FedEx

Customer Tools New Customer Center Small Business Center Service Chits Customer Support	Partnered Services FedEx Delivery Manager FedEx Same Day FedEx Home Delivery FedEx To Truck Care Mailroom Solutions Online Retail Solutions Packaging Services Auxiliary Customer Services	Companywide FedEx Express Trade Connect FedEx Office FedEx Freight FedEx Custom Critical FedEx Trade Networks FedEx Cross Border FedEx Supply Chain	FedEx Office FedEx United States - Express
---	--	---	---

© FedEx 1/18/2018

Global Home | Site Map | Information Privacy Policy | Security and Privacy

<https://www.fedex.com/apps/fedextrack/?action=track&trackingnumber=13887211033257...> 1/18/2017

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT I

**DISCOVER**

Meltontackle.com Mail - Fwd: Melton Return

P: 14718  
47013510651

Lisa Woods &lt;lisa@meltontackle.com&gt;

**Fwd: Melton Return**

1 message

Andrew Alvarez <andrew@meltontackle.com>  
To: Lisa Duran <lisa@meltontackle.com>

Wed, Jan 18, 2017 at 2:22 PM

Andrew Alvarez  
Sales Management Specialist  
Office: 714.507.4177 x258  
andrew@meltontackle.comMelton International Tackle  
1375 S. State College Blvd.  
Anaheim, CA 92806  
Web: www.meltontackle.comForwarded message  
From: Ellen Umansky <ellen@mlshafurs.com>  
Date: Wed, Jan 11, 2017 at 6:30 PM  
Subject: Re: Melton Return  
To: Andrew Alvarez <andrew@meltontackle.com>

This is absolutely unacceptable and we had the conversation prior to ordering these reels!! I demand a full refund as discussed prior to placing the order. I confirmed this with you at the time of the purchase and stated the reels may have been purchased already! You clearly stated this was and would not be an issue as long as they are in new condition. The reels were never removed from the box!! The box was opened just to get the RA form out to include! No way would I agree to you keeping 3000.00 of my money on return Christmas gift!

Sent from my iPhone

On Jan 11, 2017, at 8:23 PM, Andrew Alvarez &lt;andrew@meltontackle.com&gt; wrote:

Ellen

I have followed up on the return and since its not going to be exchange for another order.

The credit will be a Store credit less 20% since the Reels were special ordered and rushed. We had to return those reels to Accurate since we do not carry that many reels at one time and we too are being charge a 20% restocking fee to return the reels back to them and its also an account credit not Cash.

George called and said that he would like to exchange for Tiegars thats why the Return was Authorized otherwise we would have mention the restocking fee.

The credit has been issued to your Melton account #CU274766 that can be used anytime.

regards,

REEL ARE NOT  
SPECIAL  
ORDER REEL  
NOR WERE  
THEY RETURNED

STATES  
CHARGED  
30%  
fee by  
peracute

(NOT TRUE)  
verified with

peracute that this is a lie

<https://mail.google.com/mail/u/0/?ui=2&ik=029acd7720&view=pt&search=inbox&th=159...> 1/18/2017



Cuse# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT J

From: Ellen Umansky [ellen.umansky@gmail.com](mailto:ellen.umansky@gmail.com)  
Subject: Fwd: Accurate Reels  
Date: Mar 15, 2017, 7:42:33 PM  
To: Fishing Lighten Up  
[lightenupsportfishing@gmail.com](mailto:lightenupsportfishing@gmail.com)

Sent from my iPhone

Begin forwarded message:

From: Ellen Umansky <[ellen.umansky@gmail.com](mailto:ellen.umansky@gmail.com)>  
Date: February 2, 2017 at 10:05:42 AM EST  
To: George Barnard <[tyssup@gmail.com](mailto:tyssup@gmail.com)>  
Subject: Fwd: Accurate Reels

Sent from my iPhone

Begin forwarded message:

From: [kfriedman@ecoutdoors.com](mailto:kfriedman@ecoutdoors.com)  
Date: February 2, 2017 at 8:18:28 AM EST  
To: "Ellen Umansky" <[ellen.umansky@gmail.com](mailto:ellen.umansky@gmail.com)>  
Subject: Re: Accurate Reels

Good Morning Ellen

Yes, Silver is the standard color for these reels. They would not be considered a special order. If you needed to return them within the stated return policy, there would be no restocking fee.  
I look forward to hearing from you.

Tackle Direct Emails

Exhibit #7

\* Accurate Dealer

\* CONFERS NOT A SPECIAL ORDER ITEM

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Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

Thank you,

Kraig  
TackleDirect Sales  
1-888-354-7335 Toll Free  
[kfriedman@ecoutdoors.com](mailto:kfriedman@ecoutdoors.com)  
Monday-Saturday 9-6 EST

Exhibit  
#7

-----Original Message-----

From: "Ellen Umansky" <[ellen.umansky@gmail.com](mailto:ellen.umansky@gmail.com)>  
Sent: Wednesday, February 1, 2017 5:08pm  
To: [kfriedman@ecoutdoors.com](mailto:kfriedman@ecoutdoors.com)  
Subject: Re: Accurate Reels

Hello

Thank you for the information.

I just want to make sure these reels in silver are the standard for the Accurate ATD50W and ATD30 are not considered a special order item since you don't have them all or any in stock. And I would not be charged a restocking fee if they had to be returned.

Thanks again.

Sent from my iPhone

On Feb 1, 2017, at 4:57 PM, [kfriedman@ecoutdoors.com](mailto:kfriedman@ecoutdoors.com) wrote:

Hello Ellen,

My name is Kraig. I spoke with George about the 6 ATD 30's and 9 ATD 50W's. They can be returned up to 30 days after shipping date if unused and in original packaging for a full refund. You would be responsible for return shipping. They will take 3-4 weeks to be built so we suggest placing the order asap.

Please give me a call with any questions

Thanks.

Kraig Friedman  
TackleDirect Sales  
1-888-354-7335 Toll Free  
[kfriedman@ecoutdoors.com](mailto:kfriedman@ecoutdoors.com)  
Monday-Saturday 9-6 EST

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# EXHIBIT K

01/20/2017 FRI 12:35 FAX 7145074177

0003/019

# MELTON

## INTERNATIONAL TACKLE

P. 2 / 178  
47013010651

01/18/17

### Attention: Merchant Services

On 12/19/16 customer Ellen Umansky called and spoke to our lead sales person, Andrew Alvarez. She was inquiring about delivery on 12 fishing reels valued at \$ 1,149.99 and \$ 1,284.99 each. Our customer service agent informed her that these items were not in stock and that we would have to SPECIAL ORDER them to make Christmas delivery. Due to the large value of these reels, we don't keep them in stock. Customer asked for the reels to be ordered and delivered by December 25<sup>th</sup> as they were a Christmas present. Andrew placed the order per customer's request ( See Sales Invoice S329500 Page 4 of 18 and 7 of 18.) Andrew then called Accurate and placed a rush order to meet the customer's deadline.

Customer agreed and we took her sales information including her credit card to process this order. Customer ordered (6) Accurate ATD 30 reels and (6) Accurate 50 reels and authorized express shipping via FedEx to ensure holiday delivery as these were a gift. Shipping charges were \$196.56 as 12 reels weigh over 40 pounds when packaged. We received (10) of the (12) reels from the manufacturer on Dec 21, 2016 and informed customer via email and phone that it would be a few days for the remaining 2 to arrive. The 10 reels that did arrive were shipped on Dec 21, 2016 and were shipped to the customer via federal express. Customer received them on 12/24/16. (C FedEx Invoice Page 5 & 6 of 18).

On 12/27/16 the customer called and requested to exchange the order as now they wanted different reels and were looking to exchange the Accurate reels for Shimano Tiagra reels. On 12/28/16 Andrew sent the customer a quote for exchanging the reels. (C email page 9 of 18 and (C- Sales Quote Page 10 of 18 ).

On 01/5/17 we received the (10) Accurate reels back from the customer. Andrew then emailed the customer and stated that we received the Accurate reels today and wanted to know if they had decided to get the Shimano reels. (C Email from Andrew to Ellen (Page 11 of 18).

On 01/10/17 Andrew received an email from the customer asking about the status of the return. Customer stated the she had not received credit on her Discover card and would have to pay interest. She asked when the refund would be processed. (See Email Page 12 of 18).

Andrew answered the customer in an email written on 01/11/17. (Page 13 of 18). Andrew stated in the email that since the customer had decided not to do an exchange like they had previously asked for that she would be issued a store credit less a 20% restocking fee, due to the reels being a special order and a rush order. Andrew told the customer that the reels had to be returned to Accurate since we do not stock that many reels at one time and that we too were being charged a 20% restocking fee by Accurate.

1375 S. State College Blvd. – Anaheim, CA 92806  
Telephone 714-978-9192 – Fax 714-978-9299  
WWW.MELTONTACKLE.COM

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Page 4/19 Rcvd at 01/20/2017 11:44:54 EST SVR: WIPVAP1429 DNS:4029331525 CSID 7145074177 Duration(m:ss): 9:56  
 01/20/2017 PRI 12:36 FAX 7145074177 004/019

P. 3/18  
 47013010650

Also in the email, Andrew told the customer that George, customer's associate and someone that Andrew had spoken with several times regarding the order, had requested an exchange and this was the only reason that the return was authorized.

Also, on the Melton International Tackle website under Returns/Exchanges it states that "some items (such as electronics, recording devices, gyro binoculars, ect) and special/rush orders are subject to a restocking fee up to 20% and/or not eligible for return due to the nature of the item. If you have any questions regarding this, please inquire at the time you place your order." (C- Frequently Asked Questions. Page 15 and 16 of 18).

On 01/11/17 the customer replied to Andrew's email, saying that this is unacceptable and that she had discussed this with Andrew prior to placing the order. (C email, page 14 of 18). Andrew states that the customer never asked about returning the reels prior to placing the order and he explained to her at the time of the order that this would be a special rush order. Before Andrew could respond to her email George called and spoke to Andrew. Andrew states that George yelled at him and would not let Andrew get a word in. George told Andrew that he was going to call Tracy Melton, the owner of Melton Intl Tackle. Andrew told him that Tracy could talk to him now. At that time George hung up the phone.

Total cost of the reels is \$14,609.88 (12 reels that were special ordered for the customer). Melton tackle issued a re-stocking fee of <\$2,921.98> onto the customer's in house account within 24 hours of the reels being returned. Total credit on the customer's account is \$11,687.90. (C Credit memos Pages 17 and 18 of 18).

Customer had originally told Melton that they were going to do an exchange otherwise the return would have been declined outright.

Our sales and return policy is clearly posted on our website. It was clearly explained to the customer that this special order was subject to a restocking fee and store credit only. As a sign of goodwill, Melton even offered to waive the restocking fee of 20% if customer placed replacement order as originally stated.

Customer is now telling Melton that they already purchased other reels....even though they used the promise of placing a new order to offset this purchase.

Thank you for your consideration.

Sincerely,

Tracy Melton

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# EXHIBIT L

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01:00:36



**PRICING SCHEDULE**

This pricing schedule is part of your Cardmember Agreement. All rates, fees and terms are as of 07/25/2017 and may not reflect any recent changes or modifications. If you are on a special assistance program, please see your program confirmation letter for the rates and fees that apply. This includes, if applicable, any terms as authorized under the Servicemembers Civil Relief Act. Variable rates are based on the Prime Rate in effect as of the last business day of the prior month.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>21.99%</b> This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>21.99%</b> This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>25.99%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers as of the later of the transaction date or the first day of the billing period in which the transaction posted to your Account.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
Set-up and Maintenance Fees • Annual Fee	None
Transaction Fees • Balance Transfer • Cash Advance	3% of the amount of each transfer. Either \$10 or 5% of the amount of each cash advance, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	None the first time you pay late. After that, up to \$37. Up to \$37

**How We Will Calculate Your Balance:** We use a method called "daily balance (including current transactions)." See your Cardmember Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

**CONTINUED ON REVERSE SIDE**

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01:00:36

AGR

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**FICO Credit Score Terms:** Your FICO Credit Score is based on data from TransUnion and may be different from other credit scores. This information is intended for and provided to the Primary cardmembers only that have an available score and is provided on the statement for individual accounts and on Discover.com for individual and joint accounts. See Discover.com/FICO about the availability of your score. Discover and other lenders may use different inputs like a FICO Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

**Freeze Account:** When you freeze your account, Discover will not authorize new purchases, cash advances or balance transfers. However, some activity will continue, including bills that merchants mark as recurring, as well as returns, credits, dispute adjustments, payments, Discover protection fees, other account fees, interest, rewards redemption and certain other exempted transactions.

†† See the terms of the applicable balance transfer offer for details.

**Additional Interest Rate Information**

	Rate Plan <sup>1</sup>	Annual Percentage Rate	Daily Periodic Rate	Expiration Date <sup>2</sup>
<b>Purchases</b>	V=PRIME+17.74%	21.99%	0.06025%	
<b>Cash Advances</b>	V=PRIME+21.74%	25.99%	0.07121%	
<b>Balance Transfer*</b>	V=PRIME+17.74%	21.99%	0.06025%	

<sup>1</sup> V=Variable rate. Variable rates are as of 06/30/2017, and will vary with the market based on the Prime Rate.

<sup>2</sup> Expiration dates are the last day of the billing period ending during the month indicated.

\* Balance transfers are offered at our discretion.

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**DISCOVER****CARDMEMBER AGREEMENT**

Thank you for choosing Discover® card. This Agreement explains the current terms and conditions of your Account. The enclosed Pricing Schedule is part of this Agreement. Please read this Agreement, including the Pricing Schedule, carefully. Keep them for your records. Contact us if you have any questions. We have included a "Definitions" section for your reference on page 3.

**ACCEPTANCE OF AGREEMENT**

You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the "Arbitration of Disputes" section as explained in that section.

**CHANGES TO YOUR AGREEMENT**

The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you advance written notice of the change(s) and a right to reject the change(s). We will not charge any fee or interest charge prohibited by law.

**USING YOUR ACCOUNT**

<b>Permitted Uses</b>	You may use your Account for Purchases, Balance Transfers and Cash Advances. You may not use it for illegal transactions.	
<b>Authorized Users</b>	You may request additional Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.	
<b>Joint Accounts</b>	If your Account is a Joint Account: <ul style="list-style-type: none"> <li>• each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and</li> <li>• any notice we mail to an address provided by either of you for the Account will serve as notice to both of you.</li> </ul>	
<b>Checks</b>	If we provide you with Checks, we will tell you whether we will treat the Check as a Purchase, Balance Transfer or Cash Advance. You may not use these Checks to pay any amount you owe us.	
<b>Credit Authorizations</b>	We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card, Check or Account number.	
<b>Credit Lines</b>	We will tell you what your Account credit line is. You must keep your Account balance below your Account credit line. If you do not, we may request immediate payment of the amount by which you exceed it. We may establish a lower credit line	for Cash Advances. We may increase or decrease your Account credit line or your Cash Advance credit line without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 business days.

**FEES (See your Pricing Schedule for Additional Fees)**

<b>Late Fee</b>	We will not charge a Late Fee the first time you do not make the Minimum Payment Due by the Payment Due Date. After that, if you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a Late Fee. The fee is \$27 if you	were not charged a Late Fee during any of the prior six billing periods. Otherwise, the fee is \$37. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.
<b>Returned Payment Fee</b>	If you make a payment that is not honored by your financial institution, we will charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is \$27 if you were not charged a Returned Payment Fee during	any of the prior six billing periods. Otherwise, the fee is \$37. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us.

**ANNUAL PERCENTAGE RATES ("APRs") (See your Pricing Schedule for the APRs that apply to your Account)**

<b>Variable APRs</b>	Your Pricing Schedule may include variable APRs. These APRs are determined by adding the number of percentage points that we specify to the Prime Rate. Variable APRs will increase or decrease when the Prime Rate changes. The APR change	will take effect on the first day of the billing period that begins during the same calendar month that the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.
<b>Penalty APR</b>	None	

**MAKING PAYMENTS**

<b>Payment Instructions</b>	<ul style="list-style-type: none"> <li>• You must pay us in U.S. dollars. All checks must be drawn on funds on deposit in the U.S.</li> <li>• You must pay us for all amounts due on your Account. This includes charges made by Authorized Users.</li> <li>• We may refuse to accept a payment in a foreign currency. If we do accept it, we will charge your Account our cost to convert it to U.S. dollars.</li> <li>• We can accept late payments, partial payments or payments marked</li> </ul>	<ul style="list-style-type: none"> <li>• "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.</li> <li>• We credit your payments in accordance with the terms contained on your billing statement.</li> <li>• If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.</li> </ul>
<b>Minimum Payment Due</b>	You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be any amount past due plus the greater of: <ul style="list-style-type: none"> <li>• \$35; or</li> <li>• 2% of the New Balance shown on your billing statement; or</li> </ul>	<ul style="list-style-type: none"> <li>• \$20, plus any of the following charges as shown on your billing statement: fees for any debt protection product that you enrolled in on or after 2/1/2015; Interest Charges; and Late Fees.</li> </ul> <p>The Minimum Payment Due may also include amounts by which you exceed your Account credit line. However, it will never exceed the New Balance. When we calculate the Minimum Payment Due, we may subtract from the New Balance certain fees added to your Account during the billing period. The Minimum Payment Due is rounded up to the nearest dollar.</p>

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-1-

**MAKING PAYMENTS****How We Apply Payments**

We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law.

Each billing period, we will generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs as of the date we credit your payment.

**INTEREST CHARGES****How We Calculate Interest Charges—Daily Balance Method (including current transactions)**

We calculate interest charges each billing period by first figuring the "daily balance" for each Transaction Category. Transaction Categories include standard Purchases, standard Cash Advances and different promotional balances, such as Balance Transfers.

**How We Figure the Daily Balance for Each Transaction Category**

- We start with the beginning balance for each day. The beginning balance for the first day of the billing period is your balance on the last day of your previous billing period.
- We add any interest charges accrued on the previous day's daily balance and any new transactions and fees. We add any new transactions or fees as of the later of the Transaction Date or the first day of the billing period in which the transaction or fee posted to your Account.
- We subtract any new credits and payments.

- We make other adjustments (including those adjustments required in the "Paying Interest" section).

**How We Figure Your Total Interest Charges**

- We multiply the daily balance for each Transaction Category by its daily periodic rate. We do this for each day in the billing period. This gives us the interest charges for each Transaction Category. To get a daily periodic rate, we divide the APR that applies to the Transaction Category by 365.
- We add up all the daily interest charges. The sum is the total interest charge for the billing period.

**How We Include Fees**

We add Balance Transfer Fees to the applicable Balance Transfer Transaction Category. We add Cash Advance Fees to the applicable Cash Advance Transaction Category. We add all other fees to the standard Purchase Transaction Category.

**Paying Interest****When Interest Charges Begin**

We begin to impose interest charges on a transaction, fee or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

**How to Avoid Paying Interest on Purchases ("Grace Period")**

If you paid the New Balance on your previous billing statement by the Payment

Due Date shown on that billing statement, we will not impose interest charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current billing statement. New Purchases are Purchases that first appear on the current billing statement.

**How We Apply Payments May Impact Your Grace Period**

If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, you may not get a grace period on new Purchases.

**OTHER IMPORTANT INFORMATION****Default**

You are in default if:

- you file bankruptcy or another insolvency proceeding is filed by you or against you;
- we have a reasonable belief that you are unable or unwilling to repay your obligations to us;
- you die or are legally declared incompetent or incapacitated;

- you fail to comply with the terms of this Agreement or any Agreement with us or an Affiliate, including failing to make a required payment when due, exceeding your Account credit line or using your Card or Account for an illegal transaction.
- If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.

**Collection Costs**

If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

**Merchant Disputes**

If you have a dispute with a merchant, you may request a credit to your Account. If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.

**Automatic Billing Arrangements**

You may set up automatic billing with a merchant. If your Account number or Card expiration date changes, you authorize us to provide this updated information to any such merchant at our discretion. You must contact the merchant directly if you wish to stop automatic billing.

**Our Privacy Policy**

We send you our Privacy Policy when you open your Account and annually. Contact us or visit [Discover.com](http://Discover.com) if you would like a copy. Please read it carefully. It summarizes:

- the personal information we collect;

- how we safeguard its confidentiality and security;
- when it may be shared with others; and
- how you can limit our sharing of this information.

**Reporting to Credit Reporting Agencies**

We may from time to time review your credit, employment and income records. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month.

If you believe that information we reported is inaccurate or incomplete, please write us at Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home phone number and Account number.

**Our Communications with You**

You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account or to collect amounts you owe to us, you authorize us (and our affiliates, agents, and contractors) to contact you at any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and believe we can

reach you at. You must notify us if any number you provided to us or at which we contact you with your consent or authorization changes or is no longer in use. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

**Unauthorized Use**

You must notify us immediately if:

- your Card is lost or stolen; or
- you believe someone is using your Account or a Card without your permission.

**Cancellation of Your Account**

- You may cancel your Account. You will remain responsible for any amount you owe us under this Agreement.
- Any joint Account holder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed.

- We may cancel, suspend or not renew your Account at any time without notice.



**OTHER IMPORTANT INFORMATION**

<b>Purchases and Cash Advances in Foreign Currencies</b>	If you make a Purchase or Cash Advance in a foreign currency, we will convert it to U.S. dollars using a rate we choose. This rate will either be a government-mandated rate, a government-published rate or the interbank exchange rate, depending on the country and currency in which the transaction is made. We use the rate in effect on the conversion date for the transaction. This rate may be different than the rate in effect on the Transaction Date for the transaction.
<b>Governing Law</b>	This Agreement is governed by applicable federal law and by Delaware law. However, in the event you default and we file a lawsuit to recover funds loaned to you, the statute of limitations of the state where the lawsuit is filed will apply, without regard to that state's conflicts of laws principles or its "borrowing statute."
<b>Severability</b>	If any part of this Agreement is found to be invalid, the rest of it will still remain in effect. However, if the Class Action Waiver in the "Arbitration of Disputes" section is invalidated in any proceeding in which you and we are involved, then the "Arbitration of Disputes" section will be void with respect to that proceeding.
<b>Enforcing this Agreement</b>	We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.
<b>Assignment of Account</b>	We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

**CONTACT US**

Unless we tell you otherwise, you can notify us: • by phone at 1-800-347-3085 or • in writing to Discover, PO Box 30943, Salt Lake City, UT 84130-0943. When writing, please include your name, address, home phone number and Account number. You must contact us within 15 days after changing your e-mail address, mailing address or phone number.

**DEFINITIONS**

"Account" means your Discover card account.	"Pricing Schedule" means the document entitled, "Pricing Schedule", which lists the APRs that apply to your Account and other important information.
"Affiliate" means our parent corporations, subsidiaries and affiliates.	"Prime Rate" means the highest rate of interest listed as the U.S. Prime rate in the Money Rates section of <i>The Wall Street Journal</i> on the last business day of the month.
"Authorized User" means any person you authorize to use your Account or a Card, whether you notify us or not.	"Purchase" means the use of your Account to purchase or lease goods or services at participating merchants.
"Balance Transfer" means a balance transferred from another creditor to your Account.	"We," "us" and "our" refer to Discover Bank, the issuer of your Card.
"Card" means any one or more Discover cards issued to you or someone else with your authorization.	"You," "your" or "yours" refer to you and any other person(s) who are also contractually liable under this Agreement.
"Cash Advances" means the use of your Account to:	"Transaction Date" means the date shown on your billing statement for a transaction or fee.
• obtain cash from participating automated teller machines, financial institutions or other locations;	
• purchase lottery tickets, money orders, casino chips, foreign currency or similar items.	
"Check" means any check we send to you to access your Account.	

**ARBITRATION**

Agreement to arbitrate. In the event of a dispute between you and us arising under or relating to this Account, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. Your Right to Go To Small Claims Court. We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

Governing Law and Rules. This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only

with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. For a copy of each organization's procedures, to file a claim or for other information, please contact:

- AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, [www.aak.org](http://www.aak.org) (phone 1-877-435-4185) or
- JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com) (phone 1-800-352-5267).

If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court appoint a substitute.

Fees and Costs. If you wish to begin arbitration against us but you cannot afford to pay the organization's or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Discover, PO Box 30421, Salt Lake City, UT 84130-0421. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you).

Hearings and Decisions. Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed.

The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege;
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

Other Beneficiaries of this Provision. In addition to you and us, the rights and duties described in this arbitration agreement apply for our Affiliates and our and their officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint Accountholders and Authorized Users of your Account(s).

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

**ARBITRATION**

Survival of this Provision. This arbitration provision shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale by us of your Account.

You Have the Right to Reject Arbitration for this Account. You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of the Card after your Account is opened. You must send the notice of rejection to: Discover, PO Box 30938, Salt Lake City, UT 84130-0938. Your rejection notice must include your name, address, phone number, Account number

and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account.

**Your Billing Rights:**  
**Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement**  
 If you think there is an error on your statement, write to us at:

Discover  
 PO Box 30421  
 Salt Lake City, UT 84130-0421

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Date:** The date of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- By 5:00 pm Eastern Time on the date of your scheduled automated payment withdrawal if you want to cancel or modify your payment.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you in writing that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error and notify you in writing of the correction or explain to you in writing why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount and related interest in question or report you as delinquent on that amount.
- The charge in question may continue to appear on your statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 90 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you in writing the name of a person to whom we reported you as delinquent, and we must let those organizations know when the matter has been worked between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchase**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services, or if the company that sold you the goods or services owns us.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

If all of the criteria above are met and you are still dissatisfied with the purchase,

contact us **in writing** at:

Discover  
 PO Box 30945  
 Salt Lake City, UT 84130-0945

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Case# 2017-06381-0 - JUDGE:39 Received at County of Bucks Prothonotary Office on 09/29/2017 12:52 PM, Fee = \$250.25

# EXHIBIT M



Ellen, your FICO® Credit Score is [REDACTED]

As of 07/07/17

## YOUR FICO® CREDIT SCORE HISTORY

Select a score for more details

Table View  
OFF ☐ ON ☐

Your [REDACTED] FICO® Credit Score as of 07/07/17 was affected by the key factor(s) below: Close X

### Key Factors

#### 1. SERIOUS DELINQUENCY

Your credit report shows a serious delinquency from late or missed payments. Note: Most late/missed payments remain on your credit report for no more than 7 years.

#### 2. TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN

Missed and late payments (delinquencies), including the number of late payments, how late they were, and how recently they occurred, are an important part of your FICO® Credit Score. Your credit report shows recent missed and/or late payments with creditors.

#### Avoid surprises: things to keep in mind

- As time passes, the impact of a particular delinquency gradually decreases. People who bring all accounts up-to-date and always paying on time tend to be lower risk.
- As time passes, these late or missed payment(s) may have less of an impact on your FICO® Credit Score.



EXHIBIT “B”

**BALLARD SPAHR LLP**

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1735 Market Street, 51st Floor  
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Telephone: 215.665.8500  
Facsimile: 215.864.8999

*Attorneys for Defendants Discover Bank and  
Discover Products, Inc.*

**ELLEN UMANSKY**

**Plaintiff,**

**v.**

**MELTON INTERNATIONAL TACKLE;  
TRACY M. MELTON; DISCOVER  
FINANCIAL SERVICES, INC.; DISCOVER  
BANK; DISCOVER FINANCIAL  
SERVICES, LLC,**

**Defendants.**

**COURT OF COMMON PLEAS,  
BUCKS COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**No. 2017-06381**

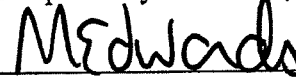
**NOTICE OF FILING OF NOTICE OF REMOVAL**

TO THE PROTHONOTARY:

PLEASE TAKE NOTICE that defendants Discover Bank and Discover Products, Inc., incorrectly identified in the Complaint as Discover Financial Services, Inc. and/or Discover Financial Services, LLC (collectively, "Discover"), by their undersigned attorneys, Ballard Spahr LLP, filed a Notice of Removal of this action, pursuant to 28 U.S.C. § 1441, in the United States District Court for the Eastern District of Pennsylvania. Pursuant to 28 U.S.C. § 1446(d), "the State Court shall proceed no further unless and until the case is remanded." A true and correct copy of the underlying Notice of Removal is attached hereto as Exhibit A.

Dated: October 20, 2017, 2017

Respectfully submitted,



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Discover Products, Inc.*

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*Attorneys for Defendants Discover Bank and  
Discover Products, Inc.*

**ELLEN UMANSKY**

**Plaintiff,**

**v.**

**MELTON INTERNATIONAL TACKLE;  
TRACY M. MELTON; DISCOVER  
FINANCIAL SERVICES, INC.; DISCOVER  
BANK; DISCOVER FINANCIAL  
SERVICES, LLC,**

**Defendants.**

**COURT OF COMMON PLEAS,  
BUCKS COUNTY, PENNSYLVANIA**

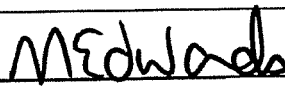
**CIVIL DIVISION**

**No. 2017-06381**

**CERTIFICATE OF SERVICE**

I hereby certify that on October 20, 2017, I caused copies of the foregoing Notice of Filing Notice of Removal to be served by electronic and first class mail, postage prepaid, upon the following:

Matthew B. Weisberg, Esquire Weisberg Law 7 South Morton Avenue Morton, PA 19070 <i>Counsel for Plaintiff</i>	Gary Schafkopf, Esquire Schafkopf Law, LLC 11 Bala Avenue Bala Cynwyd, PA 19004 <i>Counsel for Plaintiff</i>
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Marissa Edwards